

**APPENDIX A**

**RFP STATEMENT OF WORK**

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# APPENDIX A

## STATEMENT OF WORK (SOW)

### 1.0 SCOPE OF WORK

- 1.1 The Scope of Work outlines the services (hereafter “Services”) required to operate the Disease Prevention and Health Promotion Program (hereafter “DPHP” or “Program”) to eligible Clients (see Appendix C (Sample Contract) Exhibit P (Definitions)) as mandated by the Older Americans Act reauthorized (OAA) (42 USC Sections 3001 – 3058), Code of Federal Regulations (45 CFR 1321.1 – 1321.83), California Code of Regulations (CCR), Title 22, Section 7000 et seq., Older Californians Act (OCA), Welfare and Institutions Code (WIC), Section 9000 et seq., California Department of Aging (CDA) Program Memoranda, and County of Los Angeles Community and Senior Services (CSS) Program Memoranda and Directives. Contractor (see Appendix C (Sample Contract) Exhibit P (Definitions)) is obligated to provide the Services described herein. County has established a cost reimbursement of Title III D funds for the DPHP Contract.
- 1.2 **Goals of Program** are to reduce the incidence and prevalence of chronic and acute disease among the elderly by providing appropriate services to recognize the health problems for which preventive efforts can result in more appropriate application of health services and developments in health status.
  - 1.2.1 Preference is given to Older Individuals in Greatest Economic or Social Need (see Appendix C (Sample Contract) Exhibit P (Definitions)), individuals living in Rural (see Appendix C (Sample Contract) Exhibit P (Definitions)) areas, and individuals who have chronic medical conditions that can improve with education and non-medical intervention.
- 1.3 DPHP Services support healthy lifestyles and promote healthy behaviors. According to Section 102 (a)(14)(D) of the OAA as reauthorized in 2006 and as defined in Appendix C (Sample Contract) Exhibit P (Definitions), the term “disease prevention and health promotion services” means:
  - 1.3.1 Evidence-Based health promotion programs, including programs related to the prevention and mitigation of the effects of chronic disease (including osteoporosis, hypertension, obesity, diabetes, and cardiovascular disease), alcohol and substance abuse reduction, smoking cessation, weight loss and control, stress management, fall prevention, physical activity, and improved nutrition.
- 1.4 For the past decade, the aging network has been moving toward implementing disease prevention and health promotion services that are evidence-based. Evidence-Based Programs (see Appendix C (Sample

Contract) Exhibit P (Definitions)) have been demonstrated to assist Older Adults (see Appendix C (Sample Contract) Exhibit P (Definitions)) in the prevention of illness, the management of chronic physical conditions, the support of healthy lifestyles, and the promotion of healthy behaviors. Although illness and disability rates increase with age, research has demonstrated that Evidence-Based Programs can help promote healthy and independent lives for older individuals.

1.5 There are many Evidence-Based Programs in existence; however, Title III D funding from the OAA can only be used for evidence-based disease prevention and health promotion programs that have met the definition set by the Administration for Community Living (ACL) (see Appendix C (Sample Contract) Exhibit P (Definitions)) and CDA, as outlined below:

- 1.5.1 Have demonstrated through evaluation to be effective for improving the health and well-being or reducing the disease, disability and/or injury among older adults;
- 1.5.2 Have been proven effective with the older adult population, having used an Experimental or Quasi-Experimental Design (see Appendix C (Sample Contract) Exhibit P (Definitions));
- 1.5.3 Have research/evaluation results published in a Peer-Reviewed Journal (see Appendix C (Sample Contract) Exhibit P (Definitions));
- 1.5.4 Have been implemented previously at the community level (with fidelity to the published research) and shown to be effective outside a research setting, (i.e., in addition to having research and evaluation results published in a Peer-Reviewed Journal, the Program must have been implemented in the community and not just in a research or controlled setting);
- 1.5.5 Includes developed dissemination products (program manuals, guides, and/or handouts) that are available to the public; or
- 1.5.6 Considered Evidence-Based by any operating division of the U.S. Department of Health and Human Services (HHS).

## **2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS**

- 2.1 Services must be provided in Los Angeles County geographic areas, excluding the City of Los Angeles. Prior to modifying or terminating a site, or revising hours of Service Delivery (see Appendix C (Sample Contract) Exhibit P (Definitions)) at a previously designated location(s), and before commencing such Services at any other location, Contractor shall obtain written consent from

County, and shall comply with Appendix C (Sample Contract) Subparagraph 8.1 (Amendments) as applicable.

- 2.2 Contractor shall inform County in writing and receive written County approval at least 60 days prior to relocation of Contractor's office or site location(s).
- 2.3 Contractor shall include the identity of each designated community focal point as specified in OAA Section 102 (a)(21), 42 USC 3026(a)(3)(A)). Contractor shall utilize Appendix C (Sample Contract) Exhibit F (Contractor's Administration) to identify or update the designated focal point site locations, as needed.
- 2.4 Specific Work Requirements as stated in Section 10.0 and work hours shall not be modified or terminated throughout the entire Contract term. Should an emergency arise, Contractor's request for Service or work hour modifications will be reviewed by County on a case-by-case basis.

### **3.0 QUALITY CONTROL**

Contractor shall establish and utilize a comprehensive Quality Control Plan to assure County a consistently high level of Service throughout the term of the Contract. The Plan shall be submitted to County Contract Project Monitor for review every six (6) months or more frequently as imposed by County. The plan shall include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that Contract and Evidence-Based Program requirements are being met;
- 3.2 Documentation of activities that take place, before, during, and after Program implementation;
- 3.3 Program output measures, outcome measures (see Appendix C (Sample Contract) Exhibit P (Definitions)), and data collection process to measure Program effectiveness; and
- 3.4 Identification and justification of any adaptations to fit community characteristics.
- 3.5 A record of all inspections conducted by Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action shall be provided to County upon request.

## **4.0 QUALITY ASSURANCE PLAN**

County will evaluate Contractor's performance under the Contract using the quality assurance procedures as defined in Appendix C (Sample Contract) Subparagraph 8.15 (County's Quality Assurance Plan).

### **4.1 Meetings**

Contractor is mandated to attend all meetings called by County, or authorized designee. Contractor shall be given three (3) to five (5) days advance notice of all scheduled meetings with County. Contractor may also be required to attend emergency meetings without the above stated advance notice when necessary.

4.1.1 Contractor shall complete a sign-in sheet for face-to-face meetings. A roll call will be taken for meetings attended via WebEx. Penalties will apply for Contractor's failure to attend either face-to-face or WebEx meetings pursuant to Appendix B (Statement of Work) Exhibit 2 (Performance Requirements Summary (PRS)) Chart.

4.1.2 Contractor staff is also required to regularly attend meetings that offer ways to expand knowledge of and increase efficiency in the Services provided. These meetings may be called by County. Contractor may also choose to attend meetings outside of Los Angeles County at Contractor's own expense that Contractor reasonably deems to be beneficial for the delivery of Client Services, as well as other meetings designated by County.

### **4.2 Contract Discrepancy Report (SOW Exhibit 1 of Appendix B)**

Verbal notification of a Contract discrepancy will be made to County Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon in writing by County and Contractor.

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, Contractor is required to respond in writing to the County Contract Project Monitor within five (5) work days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within five (5) work days.

### **4.3 County Observations**

In addition to County's contracting staff, other County personnel and State representatives may observe performance, activities, and review documents relevant to the Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with Contractor's performance.

## **5.0 DEFINITIONS**

For a listing of Definitions for this Program, refer to Appendix C (Sample Contract) Exhibit P (Definitions).

## **6.0 RESPONSIBILITIES**

County's and the Contractor's responsibilities are as follows:

### **COUNTY**

#### **6.1 Personnel**

County will administer the Contract according to Appendix C (Sample Contract) Paragraph 6.0 (Administration of Contract – County). Specific duties will include:

- 6.1.1 Monitoring Contractor's performance in the daily operation of the Contract.
- 6.1.2 Providing direction to Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with Appendix C (Sample Contract) Sub-paragraph 8.1 (Amendments).

#### **6.2 INTENTIONALLY OMITTED**

### **CONTRACTOR**

#### **6.3 Project Manager**

- 6.3.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hours per day basis.
- 6.3.2 Contractor shall immediately notify County of any significant change in the status of the Project Manager position. If for any reason the position should become vacant, Contractor shall immediately notify County within 24 hours and fill the position with a temporary replacement. Contractor shall fill the position with a permanent person within 30 days from vacancy.
- 6.3.3 Project Manager or their alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract.

- 6.3.4 Project Manager will plan, organize, and direct all administrative and Program activities related to the Contract. Project Manager will define the lines of authority and will develop the roles and parameters of responsibility for Program staff consistent with established County requirements.
- 6.3.5 Project Manager will serve as the coordinator/liaison for all DPHP Services, ensuring that any communications related to DPHP are conveyed to the appropriate personnel. The Project Manager, or their alternate, shall oversee all the daily activities.
  - 6.3.5.1 Minimum Education, Experience and Qualifications: Project Manager must possess and demonstrate all of the following:
    - 6.3.5.1.1 Bachelor's Degree from a university accredited by one of the six (6) regional accrediting associations in the United States, such as the Western Association of School and Colleges (see Appendix C (Sample Contract) Exhibit P (Definitions));
    - 6.3.5.1.2 A minimum of five (5) years of experience in program management, of which the last two (2) years of experience shall be in Evidence-Based Program implementation.
  - 6.3.6.1.3 Satisfactory completion of training requirements in accordance with the Program's Respective Program Model (RPM) (see Appendix C (Sample Contract) Exhibit P (Definitions));
  - 6.3.6.1.4 Ability to speak, read, and understand English fluently;
  - 6.3.6.1.5 Demonstrable problem-solving skills and experience;
  - 6.3.6.1.6 Ability to provide guidance and assistance on decisions requiring sound judgment and problem-solving;
  - 6.3.6.1.7 Ability to explain administrative and programmatic goals, policies, and procedures, and assist staff in adjusting to changes that occur;



- 6.3.6.1.8 Ability to plan, organize, implement, and evaluate evidence-based health promotion programs producing health-related outcomes;
- 6.3.6.1.9 Ability to encourage the development of professional growth and skills through access to training and current literature; and
- 6.3.6.1.10 Ability to evaluate the performance of Contractor staff based on established criteria.

## 6.4 Personnel

- 6.4.1 Contractor shall assign a sufficient number of qualified employees with the appropriate education, training, certification, licensure, and experience established by the RPM that was researched and evaluated with results published in a Peer-Reviewed Journal. **All staff shall be oriented and trained to perform their assigned responsibilities and tasks.** Contractor personnel shall perform the required work and be capable of establishing effective communication with the Clients as well as other Area Agency on Aging (AAA) network providers. The total number of employees shall be based on the requirements of the level of Services provided by Contractor.
- 6.4.2 Contractor shall submit a copy of all certifications (if applicable), program licenses (if applicable) and proof of training completions, as identified in the RPM, to County Project Manager one (1) month prior to Service provision.
- 6.4.3 Contractor shall operate continuously throughout the entire term of this Contract with at least the minimum number of staff set forth by the RPM as well as any other applicable staffing requirements of County necessary for Contractor to provide Services hereunder. Such personnel shall meet all necessary qualifications set forth by the RPM, as well as those provided by County through Contract Amendments, Administrative Directives, and Program Policy Memorandums.
- 6.4.4 Contractor shall always have a staff member that speaks and understands English and has the authority to act on behalf of Contractor in every detail available during work hours.
- 6.4.5 Contractor shall be required to conduct a background check on their employees as set forth in Appendix C (Sample Contract) Sub-paragraph 7.4 (Background & Security Investigations).
- 6.4.6 Contractor shall notify County of any significant personnel change and shall fill vacancies for critical positions within thirty (30) days.

- 6.4.7 Contractor may use Volunteers (see Appendix C (Sample Contract) Exhibit P (Definitions)) and/or Student Interns in program operations. See Subparagraph 6.4.11 Volunteers/Student Interns for more information.
- 6.4.8 Contractor shall recruit and train Volunteers to act as Lay Leaders or Volunteer Coaches if applicable (see Appendix C (Sample Contract) Exhibit P (Definitions)).
- 6.4.9 If possible, Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for Volunteers or Clients (such as organizations carrying out Federal service programs administered by the Corporation for National and Community Service (CNCS) (see Appendix C (Sample Contract) Exhibit P (Definitions)) in a community service setting.

#### 6.4.10 Other Staff

##### 6.4.10.1 Senior Community Service Employment Program (SCSEP) Title V Participants:

- 6.4.10.1.1 Contractor shall utilize the services of SCSEP Title V Participants (see Appendix C (Sample Contract) Exhibit P (Definitions)) whenever possible.
- 6.4.10.1.2 SCSEP Title V Participants must be appropriately trained and qualified for the responsibilities assigned prior to beginning those responsibilities.
- 6.4.10.1.3 Contractor shall conduct a background check on any SCSEP Title V Participant that has direct access to the Client's personal information and/or case file.

##### 6.4.11 Volunteers/Student Interns:

- 6.4.11.1 Contractor shall recruit, train, and use Volunteers and/or Student Interns in any phase of the Program operations where qualified. Volunteers (see Appendix C (Sample Contract) Exhibit P (Definitions)) must be appropriately trained and qualified for the responsibilities assigned prior to beginning those responsibilities.

- 6.4.11.2 Volunteers and/or Student Interns shall be the sole responsibility of Contractor and shall report to the Project Manager (if applicable) or to another employee of Contractor as designated by the Project Manager (if applicable).
- 6.4.11.3 Contractor shall conduct a background check on any Volunteer and/or Student Intern that has direct Client contact and has access to the Client's personal information and/or case file.

## **6.5 Identification Badges**

- 6.5.1 Contractor shall ensure their employees are appropriately identified as set forth in Appendix C (Sample Contract) Sub-paragraph 7.3 (Contractor's Staff Identification).

## **6.6 Materials and Equipment**

- 6.6.1 The purchase of all materials/equipment to provide the needed Services is the responsibility of Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.
- 6.6.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment, if applicable. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Occupational Safety and Health Administration (OSHA) standards.

## **6.7 Training**

- 6.7.1 Contractor must adhere to all training requirements of the RPM that was researched and evaluated with results published in a Peer-Reviewed Journal.
- 6.7.2 Contractor shall provide training opportunities for all new employees and continue in-service training for all current employees. Training shall include the provision of an orientation to all new staff (which shall include employees and Volunteers). Contractor shall ensure that its staff, including employees and Volunteers, both existing and new, are properly trained in all areas related to providing DPHP Services.
- 6.7.3 Contractor is to maintain written documentation of all trainings, including but not limited to: agendas, topics, training materials, training evaluations, and attendance records/sign-in sheets, which include both

a printed name and a signature of each staff in attendance. Contractor shall make training records available for inspection by County or State representatives upon request.

- 6.7.4 All employees shall be trained in their assigned tasks and in the safe handling of equipment.
- 6.7.5 Contractor shall provide and implement an internal staff training policy, including the provision of an orientation to all new staff (which shall include employees and Volunteers). The training policy shall be specific to the Program being provided. The training policy shall be maintained on file by Contractor and shall identify who is to be trained, who will conduct the training, training content, and date scheduled.
- 6.7.6 Contractor's Project Manager shall ensure all appropriate Contractor employees and Volunteers attend all training sessions as required by County, held at a County facility or another site, as determined by County for Contractor's benefit. Further, Contractor shall ensure that, at a minimum, a Contractor's designated, paid employee represents Contractor at each training session. Contractor may also choose to attend educational training opportunities outside of Los Angeles County requirements at Contractor's own expense that the Contractor reasonably deems to be beneficial for the delivery of Client Services, as well as other trainings designated by County.
- 6.7.7 In-Service training shall include, but is not limited to, providing information concerning new directives and regulations issued by County. County will provide relevant and applicable in-service training, including instruction and guidance and as determined by County. Contractor's Project Manager or appropriate designee is required to attend all in-service trainings.
- 6.7.8 Contractor staff is also required to regularly attend trainings that offer ways to expand knowledge of and increase efficiency in the Services provided. These trainings may be called by AAA and held at a County facility or another site as determined by County.
- 6.7.9 Contractor shall attend all mandated trainings called by County, or authorized designee. Mandated trainings may be held at a County facility, at another site, or online. Contractor shall be given three (3) to five (5) days advance notice of all scheduled trainings with County. Contractor may also be required to attend emergency trainings without the above stated advance notice when necessary. Failure to attend all mandated trainings shall be considered non-compliance with the Contract, and may result in further action pursuant to Appendix C (Sample Contract) Paragraph 9.13 (Probation and Suspension), and any other applicable remedies.

6.7.9.1 Contractor shall complete a sign-in sheet for face-to-face trainings. A roll call will be taken for trainings attended via WebEx.

6.7.10 Security Awareness Training: Contractor shall ensure that Contractor staff who handle personal, sensitive, or confidential information relating to the Program complete the Security Awareness Training module located at [www.aging.ca.gov](http://www.aging.ca.gov) within 30 days of the start date of the Contract or within 30 days of the start date of any new employees or Volunteers who work under the Contract.

6.7.10.1 Contractor shall maintain certificates of completion of Security Awareness Training on file and provide them upon request by County or State representatives.

## **6.8 Contractor's Office**

6.8.1 Contractor shall maintain a physical office in Los Angeles County with a telephone in the company's name where Contractor conducts business. The office shall be open for a minimum eight (8) hours per day during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday and shall be staffed by at least one (1) employee who can respond to inquiries and complaints which may be received about Contractor's performance of the Contract. When the office is closed during non-business hours, an answering service shall be provided to receive calls. **Contractor shall answer calls received by the answering service within forty-eight (48) business hours of receipt of the call.** Contractor shall always have a staff member with the authority to act on behalf of Contractor available during work hours.

6.8.2 Contractor shall publicly display at all Contractor office locations/sites the days and hours of operation for the provision of contracted Services.

6.8.3 Contractor shall ensure that availability of Services is appropriate for the demographics associated with the service area (site or office location).

6.8.4 Contractor shall ensure that all site locations, buildings, and surrounding areas are maintained in a manner consistent with applicable local, State, and Federal occupational safety and sanitation laws and regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, and filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical locations shall be acceptable and accessible to the public. Contractor shall comply with the Americans with Disabilities Act of 1990, as amended.

- 6.8.5 Contractor shall ensure that all site locations are maintained to prevent the entrance and harborage of animals, birds, and vermin, including, but not limited to, rodents and insects.
- 6.8.6 Contractor shall observe all applicable local, State, and Federal health and safety standards. Contractor shall ensure that all Program Clients and Contractor employees and Volunteers in a position not covered under the Occupational Safety and Health Act of 1970, as amended (29 USC Section 651 et seq.), and/or the California Occupational Safety and Health Act as amendment (California Labor Code Section 6300 et Seq.), are not required or permitted to work, be trained, or receive services under working conditions that are unsanitary, hazardous or otherwise detrimental to a person's health or safety.

## **6.9 Multicultural and Multilingual Capabilities of Contractor Staff**

- 6.9.1 Contractor must provide Services in the primary/native language, to the extent feasible, of the Client or in areas where a significant number of Clients do not speak English as their primary language. Contractor shall make efforts to employ staff and recruit Volunteers who are bilingual or who are fluent in the dominant languages of the community. Contractor shall not require any Client to provide his/her own interpreter.
- 6.9.2 Contractor must be committed and sensitive to the delivery of Services that are culturally and linguistically appropriate. To that end, Contractor must seek to hire qualified staff that is multilingual and/or multicultural in order to better reflect the communities served.
- 6.9.3 In addition, Contractor and its employees, including Volunteers, are expected to develop cultural competency and cross-cultural clinical practice skills. Contractor must also develop effective linkages with various ethnic, health and social service agencies for the benefit of Clients to reflect the ethnic and cultural needs of the community being served.

## **6.10 Collaborations**

- 6.10.1 Contractor must collaborate with County and City of Los Angeles Contractors. For more information on Collaboration requirements, see Subparagraph 10.6.2 (Specific Work Requirements).

## **7.0 HOURS/DAYS OF WORK**

- 7.1 Contractor's staff shall be available to all Clients, potential Clients, referral sources, as well as County on a minimum five (5) days per week basis (Monday through Friday), eight (8) hours per day during the hours of 8:00 a.m. to 5:00 p.m., (not including County recognized holidays.) A list of County

recognized holidays is provided in Appendix B (Statement of Work Exhibits) Exhibit 6 (County Recognized Holidays).

- 7.2 Contractor's DPHP sites shall be closed on County recognized holidays. Prior approval must be obtained in writing if there is a deviation from the traditional Monday through Friday schedule of Services, days or times.
- 7.3 Contractor is to provide County advance written notice and request prior approval from County in writing for any site closure or disruption of Services for any non-County recognized holidays (i.e., vacations, city shut-downs or religious holidays). This notice is to state the date and reason for the closure and to provide an action plan to ensure that delivery of Services is not disrupted. An action plan must be approved by County prior to implementation.
- 7.4 Contractor's staff shall provide personal telephone contact with Clients, potential Clients, and County during Contractor's hours of operation. Contractor shall also ensure that each office location has a telephone answering machine or voice mail system in place during off-business hours. Contractor's staff shall check and respond to all messages in a timely manner **but not to exceed forty-eight (48) business hours within receipt of the call.**

## **8.0 WORK SCHEDULES**

- 8.1 Contractor shall submit for review and approval a work schedule for each facility to the County Project Manager within fourteen (14) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going specific tasks and task frequencies.
- 8.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within fourteen (14) working days prior to scheduled time for work.
- 8.3 County may request, at its sole discretion, a deviation of regular work schedule to address site/task demands.

## **9.0 UNSCHEDULED WORK**

- 9.1 County Project Manager or his designee may authorize Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities. In the event of an emergency, County may request at its sole discretion, that Contractor provide Services beyond regular hours of operation.

- 9.2 Prior to performing any unscheduled work, Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds Contractor's estimate, County Project Director or his designee must approve the excess cost for County facilities and/or equipment. In any case, no unscheduled work shall commence without written authorization.
- 9.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact County's Project Director for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit an invoice to County's Project Director within five (5) working days after completion of the work.
- 9.4 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.
- 9.5 County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

## **10.0 SPECIFIC WORK REQUIREMENTS**

### **10.1 Specific Tasks**

- 10.1.1 Contractor shall provide an Evidence-Based DPHP Program that assists Older Adults in the prevention of illness, the management of chronic physical conditions, the support of healthy lifestyles, and the promotion of healthy behaviors. The Program must address a minimum of at least one (1) of the following program areas:
  - 10.1.1.1 Chronic Disease Self-Management;
  - 10.1.1.2 Fall Prevention;
  - 10.1.1.3 Medication Management;
  - 10.1.1.4 Mental Health; or
  - 10.1.1.5 Physical Fitness
- 10.1.2 Examples of each program area may be reviewed on Appendix B (Statement of Work Exhibits) Exhibit 5 (Description of Program Areas).



- 10.1.3 Contractor must substantiate that their particular Evidence-Based DPHP Program meets the Evidence-Based Program definition established by the ACL and CDA as specified in Appendix A (Statement of Work) Sub-paragraph 1.5. Therefore, Contractor shall provide the County Project Manager with the following:
- 10.1.3.1 The name of the Peer-Reviewed Journal in which the research/evaluation results of the Program are published, a copy of the relevant article; and
  - 10.1.3.2 Program name and description, program website, description of program goals and outcome measures, target audience, required personnel (including any necessary qualification standards and certifications), training requirements, description of necessary program materials, and copies of required Client forms.
- 10.1.4 In addition to meeting the ACL and CDA definition of Evidence-Based, Contractor must ensure that their particular Evidence-Based DPHP Program is implemented in accordance with its RPM (see Appendix C (Sample Contract) Exhibit P (Definitions)).
- 10.1.4.1 Contractor shall provide to County Project Manager a list of the required program-specific licenses and any renewal requirements to implement the Program with fidelity to the published research. Contractor shall provide documentation to County that required licenses and renewals (if applicable) have been secured prior to beginning Program Services.
- 10.1.5 Contractor shall ensure Services are annually evaluated for effectiveness and adhere to the data evaluation requirements of the RPM. Contractor shall demonstrate changes that occur as a result of the Services provided to Clients. Contractor shall provide to County Project Manager monthly summary reports no later than the 10<sup>th</sup> day of the month following the month of Service, unless

otherwise specified by County. The monthly summary reports shall include but is not limited to:

- 10.1.5.1 Description of activities and Services;
- 10.1.5.2 Schedule of activities and Services;
- 10.1.5.3 Locations and sites of Services provided;
- 10.1.5.4 Number of clients served;
- 10.1.5.5 Total Number of Health Promotion Units of Service, which may include the provision of the following activities if it is part of the Evidence-Based Program:
  - 10.1.5.5.1 Health risk assessments;
  - 10.1.5.5.2 Routine health screening;
  - 10.1.5.5.3 Activities that promote physical fitness, falls prevention, and emotional well-being
  - 10.1.5.5.4 Home injury control services;
  - 10.1.5.5.5 Screening for the prevention of depression;
  - 10.1.5.5.6 Coordination of other mental health services;
  - 10.1.5.5.7 Gerontological and social service counseling; or
  - 10.1.5.5.8 Education on preventative health services.
  - 10.1.5.5.9 Unit of Measurement (see Appendix C (Sample Contract) Exhibit P (Definitions)): One (1) Contact (see Appendix C (Sample Contract) Exhibit P (Definitions)) (limited to one

(1) contact per Client per day). Primary activities are normally on a one-to-one basis; if done as a group activity, each Client shall be counted as one (1) contact unit.

- 10.1.6 Contractor shall provide to the County Project Manager no later than the 10<sup>th</sup> day of the month following the last month of Service in that quarter, a quarterly narrative report containing the statistical analysis of the Program. The statistical analysis shall include, but is not limited to, overall program impact, outputs recorded (such as number of Unduplicated Clients and Units of Service (see Appendix C (Sample Contract) Exhibit P (Definitions))), outcomes measured, and data summary, etc. At the end of each fiscal year (FY) (see Appendix C (Sample Contract) Exhibit P (Definitions)), Contractor shall provide a year-end comprehensive report. The report shall be detailed and should allow comparison of one (1) FY's data with another.

## **10.2 Eligibility Criteria**

- 10.2.1 The ACL (under the HHS) determines the eligibility criteria for OAA-funded Services. Unless otherwise expressly indicated in this Contract or by Federal, State, or local law, Contractor shall only provide Services to eligible Clients.
- 10.2.2 A person is eligible to be a Client if the individual is an Older Adult, defined as an individual who is 60 years of age or older in Title I Section 102(a) (40) of the OAA.
- 10.2.3 Services shall only be provided to eligible Clients and documentation is required of the name of each Client receiving Services in the form of a sign-in sheet and by any other means instituted by Contractor, County, or the RPM. Contractor shall maintain documentation and individual Client files on site for review by County or State representatives.
- 10.2.4 Priority: In providing Services, priority shall be given to:
- 10.2.4.1 The identified target population of the RPM

that was researched and evaluated with results published in a Peer-Reviewed Journal;

10.2.4.2 Those who are living in Medically Underserved Areas (see Appendix C (Sample Contract) Exhibit P (Definitions));

10.2.4.3 Individuals in Greatest Economic or Social Need (see Contract Exhibit P (Definitions)), individuals living in Rural (see Appendix C (Sample Contract) Exhibit P (Definitions)) areas, and individuals who have chronic medical conditions that can improve with education and non-medical intervention;

10.2.4.4 Individuals referred to the Program for DPHP Services by a current AAA Contractor.

### **10.3 Service Locations**

10.3.1 Contractor shall make Services available in all five (5) Supervisorial Districts in Los Angeles County, excluding the City of Los Angeles.

10.3.2 Contractor shall provide Services in locations where older adults often congregate, such as Los Angeles County AAA Congregate Meal Sites or Senior Centers (see Appendix C (Sample Contract) Exhibit P (Definitions)), excluding the City of Los Angeles.

### **10.4 Voluntary Contributions**

10.4.1 Contractor shall develop and implement a method to enable Clients to voluntarily contribute to the cost of the Program.

10.4.1.1 Contractor shall clearly inform each Client that there is no obligation to contribute, and that any contributions they make are strictly voluntary.

- 10.4.1.2 Contractor must have a mechanism in place to ensure that the privacy and confidentiality of each Client is protected whether or not they choose to make a contribution.
- 10.4.1.3 Contractor must establish a procedure for soliciting donations that provides the Client with a confidential method for making donations.
- 10.4.1.4 Volunteers and/or staff at the sign-in table (if applicable) must be trained on the donation policy, emphasizing the confidential nature of any contributions.
- 10.4.2 Client contributions received may be used for Services. However, Contractor acknowledges that any contributions will not reduce the Contract amount and shall only be used to supplement, not supplant, Program funds.
- 10.4.3 Contractor shall establish written procedures to protect contributions and fees from loss, mishandling, and theft. Such procedures shall be kept on file at Contractor's site.
- 10.4.4 Contractor shall separate collected contributions from Contract funding. All contributions and fees shall be identified as Program Income and used to increase the number of Clients served, facilitate access, and/or provide supportive services.
- 10.4.5 Contributions earned in excess of the amount reported in the budget may be deferred for use in the first quarter of the next FY and must be used to expand baseline Services. Such funds shall be recorded as Program Income (see Appendix C (Sample Contract) Contract Exhibit P (Definitions)).
- 10.4.6 All records of contributions, written procedures governing solicitation of funds, solicitation materials, or other contribution-related records shall be held pursuant to record retention policies outlined in Appendix C (Sample Contract) Paragraph 8.38 (Record Retention and Inspection/Audit Settlement).

10.4.7 Contractor shall ensure that Clients are not required to contribute to the Program when they are requesting or receiving Services. Solicitation of voluntary contributions shall not be coercive. Clients shall not be denied Services based on their inability or unwillingness to contribute.

10.4.7.1 The following practices pertaining to voluntary contributions/donations and/or share of costs **are not allowed**:

10.4.7.1.1 Requests from Clients to assist in the share of cost to the Program.

10.4.7.1.2 Tracking donations by accounts receivable.

10.4.7.1.3 Tracking donations by individual Clients.

10.4.7.1.4 Pamphlets and websites must not state that payment is required for Services or state a monetary amount for Services.

10.4.7.1.5 Employing tactics, in any way, that could be viewed as embarrassing to Clients and/or obligatory requests for donations.

10.4.7.1.6 Employing tactics such as allowing volunteers to guard the collection boxes or having Clients sign in and pay before receiving Services.

10.4.7.1.7 At the time of the intake interview, compelling a Client to pledge a particular amount as an agreed upon donation.

10.4.7.1.8 Using coercion to solicit voluntary contributions.

10.4.7.1.9 A donation request resembling a billing statement or invoice.

10.4.7.1.10 Imposing a suggested contribution rate based on Client's income.

## **10.5 Emergency Preparedness**

10.5.1 In the event of extraordinary incidents, unusual occurrences, natural disasters or crime, including but not limited to repairs, modifications, refurbishment, fumigation, or replacement of facility(ies), vandalism, acts of God and third party negligence, Contractor must have an emergency plan in place to ensure that there is no disruption in Service.

10.5.2 Contractor must have a written Emergency and Disaster Plan on file describing how Services will be maintained during and following the event of a disaster, or emergency. Emergency and Disaster Plan Basic Requirements (see Appendix B (Statement of Work Exhibits) Exhibit 3) details the minimum requirements of the plan.

10.5.3 The written plan must include the following sections:

10.5.3.1 Emergency and Disaster Plan Mission

10.5.3.2 Business Continuity Plan (BCP)

10.5.3.3 Emergency Response Organization Chart

10.5.3.4 Roster of Critical Local Contacts

10.5.3.5 Communication Plan

10.5.4 The Emergency and Disaster Plan must be made available to employees, volunteers, and Sub-contractors for reference before, during, and after the emergency or disaster.

- 10.5.4.1 Contractor's key staff members shall have a copy of the Emergency and Disaster Plan easily accessible at all times.
- 10.5.5 Annually, Contractor shall update the Emergency and Disaster Plan and submit it to the designated AAA Emergency Coordinator (see Appendix C (Sample Contract) Exhibit P (Definitions)).
- 10.5.6 The Emergency and Disaster Plan shall be saved on an encrypted computer storage jump drive for easy access and transportability.
- 10.5.7 Contractor must maintain an updated hard copy registry of Clients with contact information for emergency and disaster purposes. Contractor shall use the registry to contact Clients to assess if the Client is safe, needs a referral to an evacuation center or other assistance, and has a plan to stay in a safe and healthy environment.
- 10.5.8 Contractor shall complete the Site Emergency Resource Survey (see Appendix B (Statement of Work Exhibits) Exhibit 4) on an annual basis to help identify and assess potential resources in the community to support the Service population following a large community emergency or disaster.
  - 10.5.8.1 Contractor shall complete and submit Site Emergency Resource Survey (see Appendix B (Statement of Work Exhibits) Exhibit 4) on the last business day in September to the designated AAA Emergency Coordinator.
  - 10.5.8.2 Contractor shall complete and submit an updated Site Emergency Resource Survey to the designated AAA Emergency Coordinator anytime there is a change in information.
- 10.5.9 Contractor shall develop and have on file a written Business Continuity Plan (BCP) that describes how Contractor will reduce the adverse impact of any emergency event, as referenced in Appendix A (Statement of Work) Section 10.5.2, to Clients as determined by both the scope of the event (e.g., who and



what it affects, and to what extent), and also its duration (e.g., hours, days, months). Contractor shall make the BCP available to its employees, Volunteers, and Subcontractors for reference before, during, and after such emergency event disruption.

10.5.10 The BCP must include a system to track emergency expenditures and emphasize the following:

10.5.10.1 Back-up systems for data

10.5.10.2 Emergency Service Delivery options

10.5.10.3 Community resources

10.5.10.4 Transportation

10.5.11 Contractor shall:

10.5.11.1 Designate an Emergency Coordinator (as indicated on Appendix B (Statement of Work Exhibits) Exhibit 4 (Site Emergency Resource Survey) to communicate with the AAA Emergency Coordinator (as listed on Appendix C (Sample Contract) Exhibit E (County's Administration)) or designee in the event of an emergency or disaster, and ensure that the AAA Emergency Coordinator or designee has current contact information for Contractor's Emergency Coordinator.

10.5.11.2 Coordinate emergency plans with respective City Emergency Plans and local Office of Emergency Services (OES).

10.5.11.3 Establish alternate communication systems, such as cell phone or text messaging, in the event that the regular communication system is interrupted.

10.5.11.4 Identify lead and support agencies for emergencies and disasters in the local community so that response efforts are coordinated with the appropriate agency.

- 10.5.11.5 Maintain a current list of support agencies and services (in addition to AAA Contractors) in local and neighboring communities to provide information and assistance for Clients, their families and representatives, and facility staff.
- 10.5.11.6 Maintain a current list of agency staff and Volunteers' telephone numbers, e-mail addresses, and emergency contact information.
- 10.5.11.7 Maintain adequate emergency and disaster supplies on site, including emergency first aid supplies.
- 10.5.11.8 Ensure that there are adequate staff and resources to execute the emergency and disaster plan in the event of an emergency or disaster.
- 10.5.11.9 Maintain a written escape plan and route for Clients receiving on-site Services during an emergency or disaster. The written escape plan and route shall include a diagram that is visibly posted at the site. Facilities must have evacuation procedures to facilitate the safe evaluation of individuals to secure locations.
- 10.5.11.10 When necessary and practical, use existing cash reserves to temporarily cover emergency and disaster assistance costs for things such as additional food, supplies, extra home-delivered meals, home clean-up and safety, emergency medications, transportation, and other immediate needs which may include:
  - 10.5.11.10.1 Assisting Older Individuals, disabled adults, and/or any other persons seeking refuge by linking them with medical or emergency services, family, friends, and community-based programs

such as the Red Cross or the appropriate government agency(ies) that can provide assistance.

10.5.11.10.2 Coordinating sServices for Older Individuals and disabled adults who may be bedbound, dependent upon dialysis, or have life-threatening, chronic illnesses that require immediate emergency intervention.

10.5.11.10.3 Assisting in the relocation of homebound, high risk Clients to a safe location, and coordinating and arranging emergency transportation to a predetermined location.

**10.5.12 Communication Procedures with the Area Agency on Aging (AAA)**

10.5.12.1 Contractor must provide a status update to the AAA Emergency Coordinator or designee in the event of an emergency or disaster. The standard communication procedures during and after an emergency or disaster are as follows:

10.5.12.1.1 AAA Emergency Coordinator will provide information to Contractor and request feedback regarding the impact of the emergency or disaster on Clients, Program operations, facilities, and where feasible, the impact on Older Individuals, their family caregivers, individuals with disabilities, and any unmet needs in Los Angeles County (via text message, email,

telephone, or any other method that is available).

10.5.12.2 Contractor will provide information to the AAA Emergency Coordinator regarding the impact of the emergency or disaster and any unmet needs resulting from the event as soon as possible (via text message, email, telephone, or any other method that is available).

10.5.12.3 Information received by the AAA Emergency Coordinator will be compiled into a report that will be submitted to the Los Angeles County Board of Supervisors and CDA Disaster Preparedness Coordinator.

## **10.6 Additional Requirements**

10.6.1 Contractor is responsible for ensuring that its operations meet the requirements delineated below in order to provide the optimal level of Services to Clients as prescribed by this Contract, and applicable federal, State or County requirements or directives that are applicable to the Program.

10.6.1.1 When it is known or reasonably suspected that a Client has been the victim of abuse, Contractor must report the abuse in accordance with Section 15630, Welfare and Institutions Code, and the requirements of this Contract. All Program staff participating in the provision of Services are considered Mandated Reporters (see Appendix C (Sample Contract) Exhibit P (Definitions)) of Elder Abuse (see Appendix C (Sample Contract) Exhibit P (Definitions)).

10.6.1.2 Contractor shall conduct ongoing Customer Satisfaction Surveys with Clients and retain a copy of all surveys on file and accessible to County for review. Contractor shall use survey results to make quality improvements in Client Services provided

to all Clients. Contractor may be asked by County to comply with and develop other reasonable measures to ensure Client Services are provided to Clients.

10.6.1.2.1 The Customer Satisfaction Survey shall be disseminated to all Clients who have participated in the Program during the FY.

10.6.1.2.2 Contractor shall collect all Customer Satisfaction Survey responses, tally them during the last month of the FY, and submit to the County Project Manager by the last business day of the following month of the end of each FY.

10.6.2 Contractor must collaborate with County and City of Los Angeles AAA Contractors providing Services funded through the OAA, including other program contractors and other community organizations in order to ensure comprehensive and coordinated Service Delivery and to prevent unnecessary duplication of Services.

10.6.2.1 Contractor shall develop linkages with other community-based long-term care service providers, particularly those that see the Client at home. Contractor is encouraged to share vital Assessment (see Appendix C (Sample Contract) Exhibit P (Definitions)), information with other agencies providing Services to the Client in the home. However, in sharing information with other agencies, Contractor must respect Client confidentiality rights, adhere to applicable confidentiality regulations, and follow appropriate protocols.

10.6.2.2 Contractor shall establish procedures to protect all Client information consistent with the terms of this Contract and all applicable laws, regulations, and any amendments thereto. Contractor must

have written procedures to protect the confidentiality and privacy of Client information collected for purposes of the Program, in accordance with all applicable laws and regulations, including Title 22 CCR 7500(b). Contractor shall not disclose Client information without written consent from County and Client.

- 10.6.3 Contractor shall provide Community Outreach, which is defined as actively providing and disseminating Program information to the public on what Program Services may be available to potential eligible Clients and to the target population. Contractor shall also market the Services to all ethnic groups in each Supervisorial District. All materials must be presented in a culturally sensitive manner by Contractor.
- 10.6.4 Contractor shall ensure that information and assistance on Services are provided to all populations including homeless, veterans, and Lesbian-Gay-Bisexual-Transgender (LGBT) individuals by participating in activities such as disseminating information at targeted outreach events, conducting presentations at various facilities, and providing culturally appropriate outreach and assistance to overcome disparities in accessing health and social services.
- 10.6.5 Contractor shall track all Contract funds and Contractor shall provide a tracking of Contract funds during an audit as indicated in Appendix C (Sample Contract) Paragraph 8.38 (Record Retention and Inspection/Audit Settlement).
- 10.6.6 Contractor's Project Manager or designated staff shall participate in developing DPHP Program policies, procedures, and standards.
- 10.6.7 Contractor's Project Manager or designated staff shall participate in the Area Plan (see Appendix C (Sample Contract) Exhibit P (Definitions)) development related to Title IIID DPHP.

## **10.7 Multipurpose Senior Centers**

- 10.7.1 If Contractor operates a Multipurpose Senior Center as defined under Title 42 USC Section 3002(36), Contractor must adhere to all applicable Los Angeles County, State of California, and Federal guidelines and regulations, including, but not limited to, Title 22 CCR Sections 7550 – 7562.
- 10.7.2 If Contractor operates a Multipurpose Senior Center, as noted in 10.7.1 above, Contractor shall comply with the provisions contained in the following acts:
  - 10.7.2.1 Copeland "Anti-Kickback" Act (18 USCS 874) (29 CFR, Part 3)
  - 10.7.2.2 Davis-Bacon Act (40 USC 3141-3142) (29 CFR, Part 5)
  - 10.7.2.3 Contract Work Hours and Safety Standard Act (40 USC 327-332) (29 CFR, Part 5)
  - 10.7.2.4 Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in the Department of Labor Regulations (41 CFR, Part 60).
- 10.7.3 Contractor acknowledges that when an existing facility has been altered with Contract Funds made available through the Contract and is used as a Multipurpose Senior Center, the period of time in which such facility must be used as a Multipurpose Senior Center is as follows:
  - 10.7.3.1 Not less than three (3) years from the date this Contract terminates or expires where the amount of the Contract or award of Contract Funds, including the non-federal share, does not exceed thirty thousand dollars (\$30,000).
  - 10.7.3.2 If the amount of award exceeds thirty thousand dollars (\$30,000), the fixed period of time shall not be less than three (3) years from the date the Contract terminates or expires, and increased one (1) year for each additional ten thousand dollars (\$10,000), or part thereof, to a maximum adjustment factor of seventy-five thousand dollars (\$75,000).
  - 10.7.3.3 For amounts, or award of Contract Funds, exceeding seventy-five thousand dollars (\$75,000), the fixed period

of time shall not be less than ten (10) years from the date the Contract expires or terminates.

## **11.0 GREEN INITIATIVES**

- 11.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
  - 11.1.1 Contractor shall purchase products that minimize environmental impacts, toxins, pollution, and hazards to worker and community safety to the greatest extent practicable.
  - 11.1.2 Contractor shall purchase, to the extent possible, products that include recycled content, are durable and long-lasting, conserve energy and water, use agricultural fibers and residues, reduce greenhouse gas emissions, use unbleached or chlorine free manufacturing processes, and use wood from sustainable harvested forests.
  - 11.1.3 Contractor shall support strong recycling markets, reduce materials that are put into landfills, and increase the use and availability of environmentally preferable products that protect the environment.
  - 11.1.4 To the extent practicable, Contractor shall not use cleaning or disinfecting products (i.e. for janitorial services) that contain carcinogens, mutagens, or teratogens. These include chemicals listed by the U.S. Environmental Protection Agency or the National Institute for Occupational Safety and Health on the Topics Release Inventory and those listed under Proposition 65 by the California Office of Environmental Health Hazard Assessment.
- 11.2 Contractor shall notify County’s Project Manager in writing of Contractor’s new green initiatives seven (7) business days prior to the commencement of the Contract.

## **12.0 PERFORMANCE REQUIREMENTS SUMMARY**

All listings of Services used in the Performance Requirements Summary (PRS) chart (see Appendix B (Statement of Work Exhibits) Exhibit 2 (Performance Requirements Summary (PRS) Chart)) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between Services as stated in the Contract, SOW and Appendix B (Statement of Work Exhibits) Exhibit 2 (PRS), the meaning apparent in the Contract and the SOW will prevail.



If after requested to review by Contractor, County determines any Services seems to be created in the PRS which is not clearly and forthrightly set forth in the Contract and the SOW that apparent Service will be null and void and place no requirement on Contractor.